

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-044
ANNUAL REQUIREMENTS FOR WASTE APPLIANCE AND
METAL RECYCLING SERVICE

DATE: April 8,2005

CONTRACT PERIOD: April 1,2005 thru March 31, 2006

CONTRACTOR: Alter Scrap Processing
525 N St.
Lincoln NE 68506

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Steve Mulinix
Telephone No.: 476-3306
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Specifications (dated; February 2005) &
Contract Agreement(dated: March 2005)**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #72870
Dated:3/31/05

**CONTRACT AGREEMENT
FOR
WASTE APPLIANCE AND METALS
RECYCLING SERVICES**

4/7/05

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of original
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THIS AGREEMENT, made this 21 day of March, 2005 by and between 2/br Scrap, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for disposal and recycling of solid waste; and

WHEREAS, the Nebraska Department of Environmental Quality has enacted regulations prohibiting landfill disposal of appliances; and

WHEREAS, the United States Environmental Protection Agency has enacted regulations requiring the proper recovery of refrigerant chemicals and hazardous materials from appliances; and

WHEREAS, the CITY intends to procure services for the collection, transportation, processing and recycling of waste appliances from a competent and reliable provider in accordance to all applicable regulations.

NOW, THEREFORE, WITNESSETH that:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of one year following the date of this Contract Agreement for the following contract prices:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
Collection and Transportation:			
1.	Price for providing and transporting collection containers.	TRIP	\$95.00
2.	Price for transporting City owned collection containers	TRIP	\$95.00
Processing and Recycling Appliances and Scrap Metal:			
3.	Price per unit for freon removal from freon containing appliances	EA.	\$7.50
Revenue Sharing:			
4.	Price reimbursement for market value of scrap metal delivered to processor's facility.	NET TON	(\$2.00)

Processing PCB Capacitors & Mercury Switches

- | | | | |
|----|---|-----|---------------|
| 5. | Price per unit for combined freon, PCB capacitor & mercury switch removal. | EA. | <u>\$7.50</u> |
| 6. | Price per unit for mercury switch & PCB capacitor removal from freon containing appliances that have had the freon removed. | EA. | <u>\$7.50</u> |
| 7. | a. Price per unit for mercury switch & PCB capacitor removal from non-freon containing appliances | EA. | <u>\$7.50</u> |
| | b. Initiation of mercury switch & PCB capacitor removal from non-freon containing appliances shall be phased in at the request of the City during the term of the contract. | | |
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2. The term of this agreement shall be for one year with the option to renew the term of the contract on an annual basis thereafter at the same contract prices for an additional two one-year periods.
 3. Either party may terminate the agreement for any reason with 30 days written notice.
 4. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
 5. The Contractor agrees to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
 6. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
 7. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
 8. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.

9. WORK REQUIREMENTS: COLLECTION

- 9.1 The Contractor shall accept all residential and commercial waste appliances for recycling purposes including refrigerators, freezers, washers, dryers, dishwashers, stoves, wood stoves, trash compactors, water heaters, air conditioners, heat pumps, dehumidifiers, and conventional ovens and ranges.
- 9.2 The Contractor shall provide containers for collection of materials at the Bluff Road Landfill, 6001 Bluff Road.
 - 9.2.1 The Contractor shall provide two suitable containers at the Bluff Road Landfill which will be loaded by the City.
 - 9.2.2.1 There shall be one container for freon containing appliances only.
 - 9.2.2.2 There shall be one container for all other scrap metal, including non-freon containing appliances.
 - 9.2.2.3 If alternative bid is accepted a third container shall be necessary for non-freon containing appliances.
 - 9.2.2 The containers shall be a minimum twenty (20) cubic yard capacity with a maximum height of nine (9) feet.
 - 9.2.3 The containers shall be designed to allow both top loading of materials by a front end loader or skid steer loader and loading through an end gate using a hand cart or skid steer loader.
 - 9.2.4 Containers must be designed to withstand the loading of materials from the top with a front-end loader or from a skid steer loader operated on the container floor.
 - 9.2.5 The Contractor shall provide next day service when requested to transport the full containers.
 - 9.2.6 The Contractor shall place an empty container at the site within four (4) hours following pick up.
 - 9.2.7 The Contractor shall keep the containers in good working condition.
 - 9.2.8 The container containing freon containing appliance shall require special handling to ensure that no accidental release of freon occurs.
 - 9.2.8.1 Special handling shall include dropping the box at the processor to be hand unloaded by the processing contractor or backing up to the dock and having the processing contractor unload the appliances by hand.
- 9.3 The Contractor shall provide collection services of materials at the 48th Street Transfer Station, 5101 North 48th Street.
 - 9.3.1 The City shall provide a minimum of five (5) forty (40) cubic yard containers for scrap metal and appliances at the 48th Street Transfer Station.
 - 9.3.1.1 Freon and non-freon containing appliances may be separated from scrap metal and placed in separate containers.
 - 9.3.2 The contractor may set off other contractor owned containers at the facility while servicing the City owned containers.
 - 9.3.3 The City owned containers shall be top loaded by a front-end loader or skid steer loader or loaded through the end gate using a hand cart or skid steer loader.

- 9.4 The Contractor shall collect and transport all waste appliances and scrap metal in accordance to applicable Federal, State and local regulations.

10. WORK REQUIREMENTS: PROCESSING

- 10.1 The contractor processing waste appliances and metals shall have a processing facility within the 3 mile jurisdictional limits of the City of Lincoln.
- 10.2 The Contractor shall process all waste appliances and scrap metal in accordance to applicable Federal, State and local regulations including, but not limited to, the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA), and the Toxic Substance Control Act (TSCA).
- 10.3 The Contractor shall accept other miscellaneous waste metal materials for recycling, including but not limited to items such as guttering, bicycles, pipe, swing sets, lawn mowers, shelving, storm doors and windows...etc.
- 10.4 Title of ownership to all waste appliances and metals shall pass to the Contractor upon pick up at the City's locations or delivery to processors facility if a separate collection contractor is hired.
- 10.5 It is the desire of the City that during the term of the Contract, the Contractor shall accept waste appliances from the general public at the Contractor's place of business.
- 10.6 The Contractor shall not perform any processing of the materials at the City's facilities.
- 10.7 The Contractor shall recycle all materials as scrap metals for use in manufacturing new metal products.

11. CITY'S RESPONSIBILITIES

- 11.1 During the term of the contract the City shall agree to send all specified materials to the Contractor.
- 11.2 The City shall segregate all freon containing appliances and remove all freon at the 48th Transfer Station.
- 11.2.1 The City reserves the right to remove mercury switches, and PCB capacitors and recycle or dispose of the recovered material according to Federal, State and Local regulations from freon and non-freon containing appliances at the 48th Street Transfer Station.
- 11.2.1 Freon containing appliances shall have a marking spray painted on the appliance indicating that freon has been removed.
- 11.3 The City shall segregate all freon containing appliances and place in a separate container at the Bluff Road Landfill.

- 11.3.1 The City reserves the right to divert the freon containing appliances to the 48th Street Transfer Station for removal of the freon by the City during the term of the contract.
- 11.3.2 The City reserves the right to request that the contractor remove PCB capacitors and mercury switches from all appliances during the term of the contract.
- 11.3.3 The City reserves the right to divert all non-freon containing appliances to the 48th Street Transfer Station for the removal of PCB capacitors and mercury switches by the City during the term of the contract.
- 11.4 The City shall "loose" load the containers with no requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads.
- 11.5 The City shall notify the Contractor when containers are full and available for transporting.
- 11.6 The City and Contractor may agree on a regular schedule of service in lieu of on-call services
- 11.7 The City shall have the option to provide notice of the Contractor's business to customers using the City's disposal locations as an alternative for disposing of their scrap metal and appliances.
- 11.8 During the term of the contract the City reserves the right to inspect the contractor's facilities to ensure that appliances are being processed according to the terms and conditions of this contract.

12. BASIS OF PAYMENT

- 12.1 The base bid payment shall be based on the unit prices stated above for the number of round trips ("pulls") for each collection container, (plus) the number of appliances containing refrigerants which were properly processed, (less) the price allowed for the market value of recycled items.
- 12.2 The alternate bid payment shall be based on the unit prices stated above for the number of round trips ("pulls") for each collection container, (plus) the number of appliances containing freon, PCB capacitors and mercury switches which were properly processed, (less) the price allowed for the market value of recycled items.
- 12.3 The Contractor shall submit invoices to the Solid Waste Operations Division located at 2400 Theresa Street, Lincoln, NE, 68521.
- 12.4 Invoices shall specify the following information: 1) date each load was transported, 2) number of freon containing appliances received which were processed, 3) number of non-freon containing appliances with PCB capacitors and mercury switches recovered, 4) weight of each load, 5) unit price, 6) unit price description, and 7) extended total price.

12.5 A complete and accurate Waste Appliance Certification Form stating freon has been properly recovered must be maintained.

12.6 In the event the Contractor offers a no cost contract, the Waste Appliance Certification Form shall still be maintained.

13. BASIS OF REIMBURSEMENT

13.1 In the event the Contractor offers reimbursement for the market value of collected materials, the Contractor shall establish an account with the City's Solid Waste Operations for the purpose of billing the Contractor for the agreed reimbursement price.

13.2 The Contractor shall obtain a scale receipt for all loads hauled from the City's locations in order to generate a monthly billing for reimbursement.

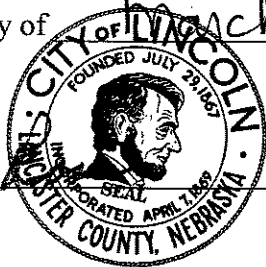
14. The City reserves the right to terminate the collection portion of the contract only in the event the City acquires a collection vehicle to service the containers.

15. The Contractor may not assign this agreement to another party without prior written approval by the City.

Dated this 31st day of March, 2005

ATTEST:

Joan E.
City Clerk



CITY OF LINCOLN, NEBRASKA

Calvin J. Long
Mayor

EXECUTION BY CONTRACTOR

ALTER SCRAP
Company Name

525 "N" STREET
Company Address

LINCOLN, NE 68508
City State Zip

402-476-3306
Telephone Number

Steve Muliniy Yard Superintendent
By: (print name) Title

St. Milun
Signature

Mary Jo Sheldon
Witness

42-0739105
Employer's Federal I.D. Number or
Social Security Number